



ARTSMART ART AUCTIONS

**CONDITIONS  
OF  
SALE**

## Conditions of Sale

1. A buyer's premium of 17.5% of hammer price applies for eftpos, visa and mastercard purchases. A buyer's premium of 15% of hammer price applies for cash purchases.
2. Unfortunately Art Smart Art Auctions cannot accept Amex, Diners or cheques.
3. All intending bidders must have a registered buyer's number. No bid will be accepted without a registered buyer's number. Buyer's numbers are available during the viewing times and prior to the commencement of the auction.
4. Art Smart Art Auctions staff are happy to assist or advise prospective bidders on any lot during pre sale viewing times.
5. Art Smart Art Auctions sell GST inclusive.
6. All items sold must be paid for in full and taken on the day of the auction, after the auction has finished.
7. Following payment successful bidders will receive a receipt detailing purchases from Art Smart Art Auctions.
8. Art Smart Art Auctions can act as agent for the seller and a seller in its own right.
9. The highest bidder will be the buyer. In the event of a dispute as to the bidding of any lot, that lot may be offered again at the discretion of the Auctioneer whose decision shall be absolute and final.
10. The Auctioneer has the right to advance the bidding at his absolute discretion, accept a reserve price on any lot, to place a bid or bid on behalf of the seller, to withdraw any lot from sale and to refuse any bid.
11. Other than at the discretion of the Auctioneer, no person may retract his or her bid once it has been made.
12. As the lots have been available for inspection, no allowance or refunds will be made, nor will any buyer be permitted to reject any lot on the grounds that it is not correctly described. The lots are to be taken with all faults (if any) and will be at the buyer's risk on the fall of the hammer. On the fall of the hammer the seller will

be free of all responsibility for safeguarding the goods and will not be liable for any loss or damage to the goods sold, whether such loss or damages caused or contributed to by any act neglect or default of the seller, its servants, employees or agents.

13. Notwithstanding any other terms and conditions, if within 14 days after the sale, Art Smart Art Auctions receives from the buyer notice in writing, accompanied by the purchased work (in the same condition as at the time of sale) and 2 written opinions of competent experts or authorities that the purchased work is a forgery, the purchase price shall be refunded if Art Smart Art Auctions (acting reasonably) is satisfied that the relevant purchased work is a forgery.
14. Whilst every care has been taken in advertising, and in the compilation of this catalogue, Art Smart Art Auctions and/or sellers accept no responsibility for any misdescription and make no warranty whatsoever. Measurements and estimate values are approximate and intended only as a guide to prospective buyers.
15. The buyer is wholly responsible for any damage to property or injury to persons incurred during the removal of a lot or lots purchased.
16. Members of the public attend at their own risk, no responsibility is accepted for any accident, loss or damage.

**Reminder:**

**\* A buyer's premium of 17.5% applies for eftpos, mastercard and visa – no Amex or Diners accepted**

**\* A buyer's premium of 15% applies for cash – no cheques accepted**

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